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Contract Database Metadata Elements

Title: **Chenango, Town of and International Brotherhood of Teamsters (IBT), Local 693 (2007)**

Employer Name: **Chenango, Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **693**

Effective Date: **01/01/07**

Expiration Date: **12/31/09**

PERB ID Number: **9567**

Unit Size: **7**

Number of Pages: **17**

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This is an Agreement entered into by and between the **TOWN OF CHENANGO**, (hereinafter referred to as the "Employer") and **TEAMSTERS LOCAL 693 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, (hereinafter referred to as the "Union") under Article 14 of the Public Employment Act of the State of New York.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT, REQUIRING THE LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 1 - RECOGNITION

The Employer (Town of Chenango) hereby recognizes the Union (Teamsters Local No. 693) as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Agreement for all full-time Public Works Laborer, Public Works Water Operator, Public Works Parks and Recreation Operator, Public Works Waste Water Treatment Operator. All other Employees, including all casual, seasonal, temporary and substitute Employees, Water and Sewer Superintendent, Deputy Water and Sewer Superintendent are excluded from this Agreement.

1/1/07 - 12/31/09

ARTICLE 2 - NO DISCRIMINATION - NO STRIKE

The Union agrees as a condition of the recognition given by the Employer, not to discriminate in the representation of all of the Employees within the Unit, whether members of the Union, or not; or to encourage a strike, slow-down, or other work stoppage; or to cause, instigate, encourage or condone the same, and any violation shall be subject to all of the sanctions and penalties of law.

The Employer agrees that there shall be no lockout of employees during the term of this Agreement, nor shall any employee, covered by this Agreement, be required to perform work outside the County, during a labor dispute.

ARTICLE 3 - UNION SECURITY

1. Membership in the Union is not compulsory. Employees have the right to join or refrain from joining as they see fit. Maintenance of membership in the Union cannot be required once an employee joins same. State Law affords all Public Workers in New York State the aforesaid rights.
2. The Employer agrees to make payroll deductions for union dues (not including initiation fees) in 26 equal payments per year as certified in writing by the Union and for Agency Fees at one hundred percent (100%) of the current union dues. That amount will be deducted bi-weekly and remitted to the Union as long as a signed union dues payroll deduction authorization is in effect and has not been revoked. The Union agrees to indemnify and save harmless the Employer from any and all loss, damage, claims or expense, it may incur resulting from the aforesaid deductions. Union dues are 2.25 times the hourly rate plus \$5.00 per month assessment.
3. Non-union members shall be required to pay an Agency Fee as stated in Article 3.2.
4. The Employer agrees to provide a bulletin board and to permit the Union to post notices and other materials pertaining to the official business of the Union at the Parks Garage and Sewer Plant.
5. The Employer agrees not to enter into any agreement or contract with his or her employees recognized by this contract, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such Agreement shall be null and void.

6. Part-time employees are not to take work away from full-time employees.
7. Full-time employees will be offered overtime before part-time employees. Overtime will be offered to employees on a rotational basis whereby if less than all employees are called in the next opportunity for overtime will start with person on the seniority list who follows the last person called in for overtime.

ARTICLE 4 - INSPECTION PRIVILEGES

A Business Agent of the Union or his or her designee shall have access to the Employer's establishment or job site for purpose of adjusting disputes, investigating work conditions and ascertaining that the Agreement is being adhered to provided there shall be no disruption of work. **Provided that the consent of the Director of Public Works is obtained.**

It is an employee's right to have a witness or a Union Steward present at an interview that reasonably may lead to disciplinary action and shall not be deemed a disruption of work.

ARTICLE 5 - MANAGEMENT RIGHTS

It is recognized that management of the Town, control of its property and the maintenance of order and efficiency are solely responsibilities of the Town. Accordingly, the Town retains the rights, including but not limited to, to select and direct the working forces, including the right to hire, demote, schedule layoff, discipline, suspend or discharge for cause, assign, promote or transfer, to determine the amount of overtime to be worked, decide the number and locale of its facilities, stations, etc., maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, the selection, procurement, designing, engineering and control of equipment and material; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE 6 - STEWARDS

1. The Employer recognizes the right of the Union to designate one (1) Steward and an Alternate to act in the absence of the steward.

2. The authority of the stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities on the condition the employees (Stewards) will be allowed up to a total of ninety (90) minutes per week by the Employer for time spent on these duties or activities during working hours:

(a) The investigation and presentation of grievances or arbitrations in accordance with the grievance article.

(Article 8)

(b) Posting notices, negotiations and conferences with the Employer.

ARTICLE 7 - SENIORITY

1. A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures up to the time he/she has been placed on the seniority list (after working twelve (12) calendar months) during which time he will be considered a probationary employee. There shall be no seniority amongst probationary employees. Hours served on a part-time basis shall not count towards the probationary period.

If a probationary employee is disciplined for union activity the Union will have recourse with PERB.

2. After working twelve (12) calendar months, a new employee hired in this unit full-time shall be placed on the seniority list as of his first day of full-time employment in the unit with the Town.

3. In case of layoff unit wide, employees shall be laid off in reverse order of seniority. Call back of employees shall be by seniority and qualifications for the job.

4. Employees to be laid off shall be given fourteen (14) calendar days notice of lay-off.

5. No new bargaining unit employees shall be hired until all employees on lay-off status have first been given the opportunity to return to work per the provisions of this Article and provided they have the qualifications for the job.

ARTICLE 8 - GRIEVANCE PROCEDURES

In the event that any difference, dispute, or controversy should arise between the Union, and employee and the Employer over the application and interpretation of the terms of this Agreement, there shall be no work slow-down or work stoppage. An earnest effort will be made to settle such difference immediately and in the following manner:

1. Informal discussion - An aggrieved employee must, together with his Union Steward, first attempt to resolve the grievance with the Superintendent of Water (Public Works Director), notifying the Superintendent that the discussion constitutes the informal step of the grievance procedure. The local steward may be present upon the request of the employee.

2. Formal written grievance procedure - A written grievance must be filed at Step 1 of the procedure through the use of the grievance form within ten (10) work days of the knowledge of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

(a) Step 1 - Superintendent of Water. (Public Works Director). Formal grievances will be filed with the Public Works Director. Within five (5) work days of receipt of the grievance, the Superintendent may meet at which time the grievant and/or the steward will discuss the complaint. If no resolution occurs within five (5) days of receipt of the grievance the grievant may proceed to Step 2.

(b) Step 2 - Town Supervisor or designee. If the answer in Step 1 is unsatisfactory, the Union may submit the grievance, within ten (10) work days, to Step 2 by serving written notice on the Supervisor or designee. The Supervisor may hold a meeting within ten (10) work days of receipt of the written notice at which the grievant and/or the Union's representative will discuss the complaint. If no resolution occurs within five (5) days of receipt of the grievance, the grievant may proceed to Step 3.

(c) Step 3 - At Step 3 the parties agree to submit the grievance through the New York State Public Employment Relations Board, with consent that either party may request mediation and the other party will participate in the mediation.

The foregoing is the preferred arbitration procedure. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) working days after notice shall be given. The New York State Public Relations Board shall be requested by either or both parties to provide a panel of impartial Arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's Rules of Procedure. Expense for arbitration services shall be shared equally by the Employer and the Union.

ARTICLE 9 - DISCIPLINARY ACTION/DISCHARGE

1. The Employer may discipline and/or terminate the employment of any employee for just and sufficient cause. Just and sufficient cause shall include, but is not limited to, theft, physical violence, fraudulent activities, falsification of official records, insubordination, dishonesty, use of alcohol or intoxicants while working, use of any drugs, barbiturates, or any amphetamines. It is understood that any of the aforesaid specified causes shall constitute just and sufficient cause. The parties recognize as effective the Town of Chenango's Safety Manual and the Town of Chenango's Drug and Alcohol Policy. Any disciplinary action imposed pursuant to such shall be subject to the grievance procedure.

2. Any disciplinary action or discharge made within the probationary period as specified in Article 7 of this Agreement shall not be subject to question by the Union or employee or made the subject of a arbitration unless for union activity in which case the Union and Employee recourse shall be to the New York State PERB.

3. If employment is terminated by either the Employer or employee, accrued vacation shall be paid to the employee.

4. In case of a discharge, the Employer will notify the Business Agent of the Union within twenty-four (24) hours, who shall have the right to investigate. Any discharge will begin at Step 2 of the grievance procedure.

Sick Time Abuse

Any employee who uses seven (7) days of Sick Leave without documentation in a calendar year, the employee may receive a letter advising this individual of their abusive pattern. Thereafter, the employee shall be required to produce proof of satisfactory explanation within five(5) working days for each time off. Failure to produce a satisfactory explanation to the Employer for any absence after the 7th day shall subject the employee to progressive disciplinary action by the Employer.

First Offense	-	letter of reprimand
Second Offense	-	one day suspension
Third Offense	-	three day suspension
Fourth Offense	-	termination

The roll over period for all disciplinary action, where progressive discipline is warranted is twelve (12) months. This means that when any discipline action, except for letter of reprimand, short of discharge is imposed the next step of discipline for a similar offense may be imposed twelve (12) months from the date of the last step of discipline.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND EMERGENCY HOURS

1. The regular work week shall consist of forty (40) hours as follows:

Monday - Friday 7 - 3:30 five (5) days per week
unless otherwise directed by the Director of Public Works and Town Supervisor.

2. The employer shall maintain and make available upon request a bi-weekly record showing time worked.

3. Overtime will be paid at time and one-half the regular rate of pay for all hours worked before or after the normal working eight (8) hours in any one day.

4. Call-ins will not be based solely upon seniority, but instead will be determined by the nature of the job duties and the employees qualifications. Minimum call-in pay for Town employees shall be four (4) hours paid at the overtime rate. Maybe assigned to helping other crews in the bargaining unit or in emergency situation.

5. Weekend on Call: If required to be on call for the weekend, the employee shall receive \$75.00 for being on call. Plus a day off. The employee and the Director of Public Works will mutually determine the day off to be used as Comp Time.

There will be other mandatory call-in requirements. These will include but not limited to snow removal, burials, music in the park, soccer days, emergency and others which will be mutually agreed upon.

6. If an employee is not working on a given day due to sickness, employees should call by 6 A.M. of the day that he/she was scheduled to work or in the case of an emergency as soon as possible.

7. Overtime shall be voluntary except in the cases of emergency as determined by the Director of Public Works and/or Town Supervisor. Emergencies shall include but not limited to equipment malfunction, water main breaks, plant operation failures, down trees, above average snow and ice accumulation and other such conditions.

8. Comp Time will be allowed. The option of taking paid overtime or comp time shall be at the discretion of the employee. Comp time records shall be available to the employees. If comp time is elected by the employee, the time and days of taken comp time shall be determined by the Director of Public Works and the employees as long as the work load permits.

9. Overtime compensation is at the rate of one and one-half times his/her regular rate of pay for hours worked prior to and after regularly scheduled work hours or altered hours as directed by the Director of Public Works and Town Supervisor.

For example: If the regularly scheduled hours are from 7:00 a.m. to 3:30 p.m. and the employee works from 3:00 a.m. to 3:30 p.m., that employee would be paid four (4) hours overtime (3:00 a.m. to 7 a.m.) and eight (8) hours of regular rate (7:00 a.m. to 3:30 p.m.) If the employee works only from 3:00 a.m. to 7 a.m., the employee will be paid for four (4) hours of overtime.

10. All hours paid are considered hours worked.

11. Emergency work hours - The Director of Public Works and/or Town Supervisor shall have the right to change normal work hours and work assignments during emergency situations that last more than eight (8) hours without regards to giving advance notice of these changes. Changes in normal work hours and work assignments will occur only after the Director of Public Works or Town Supervisor determines that the emergency situation exists and will be in effect until the emergency situation ends.

ARTICLE 11 - WAGES

1. The Employer will pay the following hourly wage increase to the unit employees:

1-1-07	1-1-08	1-1-09
\$.70 an hour	\$.70 an hour	\$.72 an hour

2. Longevity:

In addition, all full-time employees will receive longevity pay at the rate of \$.01 per hour times the number of years of service. Employees hired after January 1, 2007 will not be eligible for longevity increases until they have completed five years of continuous service from the anniversary date of being hired.

3. Full-time employees under this Bargaining Unit can elect to have payroll deductions Within the capacity of the bookkeeping system.

ARTICLE 12 - HOLIDAYS

1. Employees of the Town of Chenango will be granted paid holidays as follows:

- A. New Year's Day
Good Friday
Last Work Day before Memorial Day
Memorial Day
Independence Day
The Friday before Labor Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
The Day before Christmas
Christmas Day
One (1) Floating Holiday

- B. In the event that one of these days should fall on a Saturday or Sunday, the preceding Friday or following Monday will be recognized as the official holiday. When a legal holiday falls during an employee's vacation period, it shall be observed as a paid holiday and shall not be charged as a vacation day.

Time and one-half shall be paid for all hours worked on holidays plus the day's holiday pay.

ARTICLE 13 - VACATIONS

Vacation eligibility shall be determined by the length of an employee's Town service from the date of hire. This means an employee has twelve (12) months from the date of hire to use vacation time.

Vacation will be paid at the rate of the employee's weekly base pay for the year in which the vacation is taken.

Vacations with pay shall accrue to full-time employees and shall be taken subject to the following:

- After one year - Five (5) work days
- After two years - Ten (10) work days
- After seven years - Fifteen (15) work days
- After thirteen years - Twenty (20) work days
- After seventeen years - Twenty-five (25) work days

Requests for vacation time **must** be made and approved by the Director of Public Works at least two (2) weeks in advance.

No paid vacation may be taken during the first twelve (12) consecutive months of employment.

If a paid holiday occurs on a scheduled workday within an employee's vacation, a vacation day is added for that year.

An employee shall not be required to work while on vacation except in a declared emergency situation.

Seniority will determine first choice in a conflict of desired vacation time.

An employee may elect to defer one (1) week of vacation time to a subsequent year. An employee may accumulate a maximum of two (2) deferred weeks with the permission of the Director of Public Works and these may be taken in addition to regular vacation.

Any employee who is laid off, retired, or separated from the service of the employer for any reason, prior to taking their vacation, shall be compensated in cash for the unused vacation accumulated at the time of separation.

In case of death of an employee, their estate shall be entitled to all accumulated vacation pay.

All annual vacation must be used within the working year excepting for any deferred time as noted above.

ARTICLE 14 - HEALTH INSURANCE OPEN

The Town of Chenango will provide health insurance through NYS Teamsters Health and Hospital Fund for all employees and their families. The coverage is the Supreme Medical Plan with all other full benefits at the Highest Level. This shall be at 5% of the monthly contribution regardless of health insurance plan to the employee and shall cover the single, two-person or family plan. Deductions shall be made in accordance with IRS 125.

If an employee leaves with proper notice and in good standing, and the NYS Teamsters Health and Hospital Fund agrees and consents they will be allowed to continue on the Town's policy for the period prescribed by law at the employee's own expense.

If an employee retires from the Town of Chenango under the retirement plan maintained by the Town of Chenango in good standing with a minimum of twenty (20) years of service, they will be allowed to participate in the plan for retirees as long as desired or until death provided the NYS Teamsters Health and Hospital Fund and the Town of Chenango agrees and consents.

Any active full-time employee of the Town of Chenango (a) who has ten (10) years of credit in the New York State Retirement System, thereby becoming vested, (b) who retires from the Town of Chenango under the retirement plan maintained by the Town of Chenango at the age entitling them to receive pension benefits under the New York State Retirement System or who is receiving full disability benefits from the New York State Retirement System, having become permanently disabled, will be offered the opportunity to continue the health insurance coverage in effect at the time of said retirement from the Town of Chenango, provided the NYS Teamsters Health and Hospital Fund agrees and consents, with the premiums for that continued single coverage to be paid by the Town of Chenango. A retired employee shall be entitled to single coverage, coverage minus the percentage for contributions and shall be responsible for additional premiums for family coverage.

It is understood that any retired employees receiving continued health insurance coverage under this Article will lose entitlement to that continued health insurance coverage immediately upon a return to any employment by that employee, if that employment provides comparable health insurance coverage either during the period of employment or thereafter for that employee. It is the obvious intent of this paragraph

that the Town of Chenango not be obligated to continue to provide health insurance coverage at no cost to him/her from a subsequent employer.

The Town shall not be responsible for the payment of any health insurance premiums upon the death of the retired employee, provided, however, that the spouse of a deceased employee can continue coverage with the insurance premiums paid by that surviving spouse.

ARTICLE 15 - SICK LEAVE

Each full-time employee shall receive one day sick time credit each month of employment. These days may be accumulated but may not exceed 165 days in any instance.

If an employee needs to go to a doctor during work hours that cannot be scheduled at any other time, he may use sick time with the approval of the Director of Public Works.

A certificate or affidavit, showing incapacity or inability of the employee to perform his/her duties, issued by the attending physician, shall be filed with the Supervisor in case of absence of more than three (3) consecutive days.

Employees shall, in accordance with Section 41J of the New York State Employees Retirement System, be permitted to apply all their accumulated unused sick leave credits to their retirement.

Personal Disability - The term disability refers to an employee who is unable to work due to illness or injury which is not eligible for Workers' Compensation Insurance Benefits.

ARTICLE 16 - PERSONAL TIME

Personal Time - Personal leave shall be allowed for a total of two (2) days in 2008, three (3) days in 2009. Employees shall not be required to provide a reason for personal leave, but must give at least twenty-four (24) hours notice, except for demonstrated emergencies. Personal leave may be taken in one-half day or full day increments.

Family Illness - The Employer shall provide eligible employees with all rights granted under the Family and Medical Leave Act (FMLA) which are not otherwise covered by provisions in this contract. All accrued paid sick leave will be part of the allowed twelve-week period for personal illness. Accrued paid vacation and personal leave will be substituted for a portion of the FMLA leave at the employee's option.

ARTICLE 17 - WORKERS' COMPENSATION

All employees of the Town of Chenango are covered by the Workers' Compensation plan maintained by the Town.

Employees who are injured in the course of their Town employment who are unable to work may choose one of the following alternatives for receiving compensation benefits:

1. An employee may elect to receive directly the Workers' Compensation Insurance benefit payable directly from the Workers' Compensation plan.
2. An employee may elect to receive directly the Workers' Compensation Insurance benefit payable directly from the Workers' Compensation Plan or use accrued paid leave (sick leave and vacation pay).

Employees who are unable to work due to an injury for which they receive Workers' Compensation benefits shall be covered under the Town Health Insurance plan for a period of twenty-four (24) weeks following their last day on the payroll.

ARTICLE 18 - BEREAVEMENT LEAVE

In the event of death in the immediate family, employees shall be granted up to three (3) scheduled workdays off, without loss of pay. Immediate family is understood to mean: spouse, children, step-children, parents, step-parents, brother, sister, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren, grandchild and domestic partner. Bereavement leave may be extended by use of accrued sick time with the approval of the Director of Public Works.

If the interment or memorial service is at a later date, one (1) day of Bereavement leave may be kept for the interment or memorial.

Employees shall be given sufficient time off to attend the funeral of any relative or closely associated employee up to a maximum of one (1) day. Near relative is understood to mean: aunt, uncle, nephew, niece and any relative who resided at the time of death in the employee's home. Bereavement leave may be extended by the use of accrued sick time but with the approval of the Director of Public Works.

ARTICLE 19 - LEAVE OF ABSENCE

Employers may be eligible for unpaid leaves of absence after service twelve (12) Months for reasonable purposes with the approval of the Town Board. The Town

Board shall have the exclusive right to grant or deny leaves. The maximum period for leave time shall not exceed sixty (60) days.

Requests for leave of absence shall be submitted in writing by the employee to their Department Head. The request shall state the reason for the leave and approximate length of time. No benefits shall accrue during leave.

ARTICLE 20 - VETERANS AND MILITARY RIGHTS

Every public officer or employee shall be paid their salary or other compensation for periods of absence while engaged in the performance of ordered military duty and while going and returning from such duty not exceeding a total of thirty (30) days or twenty-two (22) working days, whichever is greater, in any one (1) calendar year and not exceeding thirty (30) days or twenty-two (22) working days whichever is greater, in any one continuous period of such absence. These payments are made only if such time conflicts with the performance of the employee's regular service to the Town. It is the intent of this provision to comply with the requirements and provisions of New York State Military Law section 242 (5) and it shall be interpreted consistent with the provision of that law.

ARTICLE 21 - UNION MAILING ADDRESS

The mailing address for the Union shall be:

41 Howard Avenue
Binghamton, New York 13904

The mailing address for the Town of Chenango shall be:

1529 NY Route 12
Binghamton, New York 13901

ARTICLE 22 - PROTECTIVE DEVICES

The Employer shall provide safety equipment as required by Federal or New York State Law.

No employee is to drive a vehicle that they reasonably deem unsafe until it is repaired.

The Town of Chenango will pay for uniforms and an allowance for work boots and shoes of \$100.00 per year. The employee shall supply the Town with a receipt and there will be no returns allowed.

ARTICLE 23 - RESOLUTION OF DEADLOCK IN COLLECTIVE BARGAINING

1. The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred twenty (120) days prior to the expiration of this Agreement for the purpose of attempting to mutually agree upon amendments to this Agreement or a new Agreement.
2. In the event of any impasse as defined in the law or any rule or regulation, both parties agree to submit to the applicable mediation and fact finding procedure of the New York State Public Employment Relations Board.
3. This paragraph constitutes all notification requirement from both parties for the opening of this Agreement for negotiations.

ARTICLE 24 - SAVINGS CLAUSE

Should any provision of this Agreement be declared illegal by any court or competent jurisdiction, the parties shall honor the remainder of this Agreement and shall meet to renegotiate the provision declared illegal.

ARTICLE 25 - RETIREMENT

All employees shall participate in and be covered by the NYS Retirement System.

ARTICLE 26 - JURY DUTY

Employees shall be paid the difference between their regular pay and the pay received for jury duty or jury service.

ARTICLE 27 - MISCELLANEOUS

1. Fines incurred, if approved or ordered by the Employer, for overloads, emissions violations, or vehicle safety violations (i.e. unsafe tires, lights, glass, flares or triangles, fire extinguishers, brakes, frame suspension, faulty seat belts and all other violations covered by New York State Inspection and Federal Motor Truck Safety

Laws) shall be paid by the Town of Chenango in a timely manner so as not to jeopardize the Commercial Driver's License (CDL) of the employee involved.

2. The Town of Chenango shall not be responsible for tickets for fines issued to employee(s) for speeding violations, reckless driving, driving while intoxicated or other moving violations which are the responsibility of the employee/driver.

3. No employee covered under this contract shall be allowed to take home a town vehicle unless authorized by the Town Board.

4. Civic Duty - Employees required by law to appear before a Court as a witness to an accident or a crime and in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay for the period necessary if subpoenaed.

5. Unemployment Insurance - All employees are covered by the New York State Unemployment Insurance pursuant to regulation set by New York State Department of Labor Unemployment Division. No deduction from wages will be made for this purpose.

6. Severability Clause - If any provision of these rules is, or shall any time hereafter be held contrary to law or by a court of competent jurisdiction, then such a provision shall not be applicable, performed, or enforced, except to the extent permitted by law. All remaining provisions shall continue in effect.

7. It is also permissible for an employee receiving New York State Disability Benefits to use accrued sick time or vacation time to make up the difference between the disability benefits received and the employee's regular pay, provided, however, that in no event shall the employee receive more than he would have received from his regular pay while working.

8. Smoking Policy - No smoking in Town buildings or Town vehicles.

ARTICLE 28 - FINANCIAL ASSISTANCE POLICY FOR CONTINUING EDUCATION

The employee must be full-time and have been employed by the Town of Chenango for at least four (4) years.

The employee will agree to continue employment with the Town of Chenango after finishing courses or acquiring a degree, for two (2) consecutive years. If for some reason the employee does not complete two (2) years of employment, dismissal or voluntarily leaving, he will be required to reimburse the Town at a rate of:

First six-month period	-	100%
Second six-month period	-	75%
Third six-month period	-	50%
Fourth six-month period	-	25% Total two (2) years

Only job related courses are acceptable. All courses will need the approval of the Town Board. The Board has the right to deny any and all courses.

A minimum grade of "C" is required to continue taking courses under this policy.

DURATION OF AGREEMENT

This Agreement will continue in force and effect from 1-1-2007 to 12-31-2009 and thereafter from year to year unless modified or terminated after said period, or any aggregate period thereafter, at the option of either party, by giving at least one hundred twenty (120) days written notice to the other party prior to any termination date.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this

24th day of August, 2007

TEAMSTERS LOCAL UNION NO. 693

BY: [Signature]
Secretary Treasurer B/A
Title

TOWN OF CHENANGO

BY: [Signature]
Supervisor
Title

[Signature]
Bruce Canova

[Signature]
Harold Guernsey